EXHIBIT 4





April 18, 2023

VIA FEDEX AND EMAIL (jeff@firstclasscruises.com)

Jeffrey Nahom First Class Cruises, LLC 154 Jericho Valley Dr. Newtown, PA 18940

Re: Notice of Termination

Sponsorship Agreement, effective as of June 1, 2022 and as amended (the "Agreement") between First Class Cruises, LLC ("FCC") and Miami Dolphins, Ltd. and South Florida Stadium LLC (the "Dolphins Parties")¹

Dear Mr. Nahom:

By letter dated April 10, 2023, the Dolphins Parties notified FCC of its default under the Agreement for, among other things, failing to pay \$580,000.00 due no later than February 10, 2023. FCC had five (5) calendar days to cure its default. FCC failed to do so.

Accordingly, the Dolphins Parties hereby notify FCC that it is exercising its right to terminate the Agreement effective immediately, and further reserve their right to pursue all other remedies and options that are available to it under law and equity.

As such, all rights and privileges granted to FCC under the Agreement shall automatically revert to the Dolphins Parties, and FCC shall have no further right to use the Dolphins Parties' Marks. Accordingly, the Dolphins Parties demand that FCC cease and desist all use of the Dolphins Parties' Marks, including, but not limited to, the phrase "Dolphins Fan Cruise," the Dolphins Fan Cruise Logo, and the Dolphins Fan Cruise Website. The Dolphins Parties also demand that FCC cease any and all communications with third parties, including past purchasers and attendees of the 2023 Dolphins Fan Cruise, stating, promising, or inferring that FCC will be operating future Dolphins Fan Cruises.

Additionally, pursuant to Paragraph 1.a.iii.2 of the Agreement, the Dolphins Parties hereby demand that, within thirty (30) days of this letter, FCC issue a domain transfer request transferring the domain name www.dolphinsfancruise.com to Miami Dolphins, Ltd. In connection with this process, FCC should remove the domain security lock, request an authorization code from your registrar (upon information and belief, GoDaddy), and switch the privacy setting to public.

¹ All capitalized terms used but not defined in this letter have the meaning ascribed in the Agreement or in the April 10, 2023 letter.

We reserve all rights.

Marc Wermoth

Sincerely,

Marc Weinroth

Sr. Director, Assistant General Counsel

cc: Jeffery A. Dailey (<u>jdailey@daileyllp.com</u>)
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